CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
05ITZ0099
Contract Award Date
December 13, 2005
SUPPLEMENT DATE
December 11, 2007

CONTRACT AWARD SUPPLEMENT #5

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION: Intermec Scanners

FOR: **Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education**
101 East River Drive
East Hartford, CT 06108

TERM OF CONTRACT:

Contract extended to December 10, 2008

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER:

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 5 Changes/Updates the following:

To update the following information:

Extends the contract to December 10, 2008.

APPROVED_____

Jacqueline Shirley
***Director of Contract & Purchasing* Division**
(Original Signature on Document in Procurement Files)

Date Issued: December 10, 2008

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
05ITZ0099
Contract Award Date
December 13, 2005
SUPPLEMENT DATE
March 7, 2006

CONTRACT AWARD SUPPLEMENT # 4

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION: Intermec Scanners

FOR: **Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education**
101 East River Drive
East Hartford, CT 06108

TERM OF CONTRACT:

December 13, 2005 – December 12, 2007

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER:

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 4 Changes/Updates the following:

To update the following information:

1. **The CN2A and the CK30 scanners are (Not supported by Core-CT) and**
2. **The CK31 is (Supported by Core-CT).**

APPROVED_____

Jacqueline Shirley
***Director of Contract & Purchasing* Division**
(Original Signature on Document in Procurement Files)

Date Issued: March 07, 2006

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
05ITZ0099
Contract Award Date
December 13, 2005
SUPPLEMENT DATE
February 21, 2006

CONTRACT AWARD SUPPLEMENT # 3

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION: Intermec Scanners

FOR: **Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education**
101 East River Drive
East Hartford, CT 06108

TERM OF CONTRACT:

December 13, 2005 – December 12, 2007

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER:

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 3 Changes/Updates the following:

To include the attached:

1. **Intermec Scanner Instructions for Executive Branch Agencies**

And

2. **Warranty Brochure**

APPROVED_____

Jacqueline Shirley
***Director of Contract & Purchasing* Division**
(Original Signature on Document in Procurement Files)

Date Issued: February 21, 2006

Intermec Scanner Instructions for Executive Branch Agencies

1. Core-CT recommends and will support the Intermec CK31C-CK31CA Handheld Computer for agency asset inventory use. The components below are required for an agency to use the scanner.

a) **Intermec CK31C-CK31CA RF Handheld Computer**
$1,709.50 each

b) **Standard Range Laser**
$189.00 each

c) **DOC, COMM, Single Position, CK30/31**
Part No. AD1 - $193.60 each

d) **Power Supply**
Part No. 073573 - $67.50 each

e) **AC Power Cord US**
Part No. 586105 - $5.40 each

2. The scanner software program may be downloaded from the following site under New & Useful Links:
http://www.core-ct.state.ct.us/

3. The escalation procedure for scanner issues or questions is as follows:

- **Downloading or system requirement issues - Contact your DOIT Agency IT Manager who can be found at:**
  http://www.ct.gov/doitservices/cwp/view.asp?a=1308&q=308114

- **Application issues - Contact the Core-CT Help Desk at: 860-622-2300**
  core.support@ct.gov

- **Contract issues – Marcie Wilson, DOIT - PSO2**
  at: 860-622-2329 or marcie.wilson@ct.gov

- **Micromation issues or questions – Jan Schulze at:**
  1-800-959-1960 or schulze@micromation.com

Effective 2.21.06
kma

Warranty or Medallion® Service Contract

Warranty: Good.

- Corrects defects in materials and workmanship
- Available the first 12 months of ownership
- Includes warranty issue-related telephone support
- Depot turn-around time is 15 days

Medallion® Service Contract: ~~Better~~ Best!

- **Corrects defect in materials and workmanship**
- **Available through the life of the product**
- **Priority telephone technical support**
- **Troubleshooting of covered device and software from day one**
- **Depot turnaround time is 2 or 5 days; on-site response is next-day or 2-day**
- **Commitment to rapid turnaround and response times**
- **Replacement of worn covers, keypads and triggers**
- **Cleaning and calibration**

You Decide

Medallion® Service Contracts

On-site priority response levels include:

- Next-day "Platinum" response
- 2-day "Gold" response

Depot priority turnaround levels include:

- 2-day "Silver" turnaround
- 5-day "Bronze" turnaround

Why choose a Service Contract from Intermec?

- Keep mission-critical systems running optimally
- Aids in a predictable service budget
- Improve productivity with less downtime
- Prolong useful life of equipment
- Gain access to up to date product and technical information

Remember Medallion® Service, Secure, Smart and Seamless

All "day" quantities are business days.

Not all services are available in all countries.

Intermec® expect MORE®

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611600-01A 01/05

In a continuing effort to improve our products, Intermec Technologies Corporation reserves the right to change specifications and features without prior notice.

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
05ITZ0099
Contract Award Date
December 13, 2005
SUPPLEMENT DATE
February 21, 2006

CONTRACT AWARD SUPPLEMENT # 2

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION: Intermec Scanners

FOR: **Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education**
101 East River Drive
East Hartford, CT 06108

TERM OF CONTRACT:

December 13, 2005 – December 12, 2007

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER:

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 2 Changes / Updates the following:

Removes – The following:

1. **Intermec CN2A and all accessories and**
2. **MCL Software packages.**

Date Issued: February 21, 2006

APPROVED_____
Jacqueline Shirley
***Director of Contract & Purchasing* Division**
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
05ITZ0099
Contract Award Date
December 13, 2005
SUPPLEMENT DATE
December 23, 2005

CONTRACT AWARD SUPPLEMENT # 1

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION: Intermec Scanners, etc.

FOR:	TERM OF CONTRACT:
Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education **101 East River Drive** **East Hartford, CT 06108**	December 13, 2005 – December 12, 2007
	"All other Terms and Conditions remain the same."
	AGENCY REQUISITION NUMBER:

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 1 Changes / Updates the following:

073573	**Power Sply, Univ, Shielded, 12vDCl,102/240**	**1 each**	**State Price $67.50**
586105	**AC power cord, US**	**1 each**	**Stat Price $5.40**

State agencies should not purchase scanners until the CORE-CT process is rolled out in January 2006.

Date Issued: December 23, 2005

APPROVED_____
Jacqueline Shirley
***Director of Contract & Purchasing* Division**
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
05ITZ0099
Contract Award Date
December 13, 2005
SUPPLEMENT DATE
February 7, 2006

CONTRACT AWARD SUPPLEMENT # 1

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION: Intermec Scanners, etc.

FOR:	TERM OF CONTRACT:
Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education **101 East River Drive** **East Hartford, CT 06108**	December 13, 2005 – December 12, 2007
	"All other Terms and Conditions remain the same."
	AGENCY REQUISITION NUMBER:

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 1 Changes / Updates the following:

073573	**Power Sply, Univ, Shielded, 12vDCl,102/240**	**1 each**	**State Price $67.50**
586105	**AC power cord, US**	**1 each**	**Stat Price $5.40**

State agencies should not purchase scanners until the CORE-CT process is rolled out in January 2006.

Date Issued: February 7, 2006

APPROVED_____
Jacqueline Shirley
***Director of Contract & Purchasing* Division**
(Original Signature on Document in Procurement Files)

CONTRACT AWARD
SP-38 Rev. 11/05

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award #
05ITZ0099

Contract Award Date
December 13, 2005

Expiration Date
December 12, 2007

CONTRACT AWARD

IMPORTANT: *THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION: **Intermec Scanners**

FOR: **Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education**
101 East River Drive
East Hartford, CT 06108

DELIVERY DATE REQ'D:
Earliest Guaranteed Delivery Date

TERM OF CONTRACT: **2 Year Term with two (2) one year Extension Options**

AGENCY REQUISITION NUMBER: **ITD0000000**

IN STATE (NON-SB) CONTRACT VALUE	DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
$---	**$---**	**$506,743.00 est**	**$506,743.00 est.**

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.
NOTE: Dollar amounts listed next to each contractor are possible award amounts; however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

- CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

Company Name: ***Micromation, Inc.***

Address: ***16300 Katy Freeway, Suite 140, Houston, TX 77094***

Tel. No.: ***(800) 959-1960*** *Fax No.:* ***(281) 578-0414*** *Contract Value:* **$506,743.00 est**

Contact Person: ***Jan Schulze*** *Vendor ID #:* *Delivery:* ***7-10 Days ARO***

Certification Type: ***None*** *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:* ***Yes***
(SBE,MBE, WBE or None)

Company E-mail Address: ***schulze@micromation.com***

APPROVED_____

Date Issued: December 13, 2005

Jacqueline Shirley
Director of IT Contracts & Purchasing Division
(Original Signature on Document in Procurement Files)

AWARD SCHEDULE
SP-16A Rev. 11/05

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
05ITZ0099

Purchasing Contact:
Marcie Wilson, PSOII

Telephone Number:
(860) 622-2329

E-Mail Address:

CONTRACT AWARD SCHEDULE

05ITZ0099

CONTRACT AWARD DATE
December 13, 2005

DELIVERY
A.R.O.

PAYMENT TERMS
Net 45 Days

CASH DISCOUNT
-- % -- Days

Pricing includes all transportation charges FOB State Agency.

VENDOR NAME:
Micromation, Inc

VENDOR ID#:

Department of Information Technology is issuing this contract award for

Intermec Scanners, Software, and Service

Price includes equipment, software, (The State reserves the right to purchase more or less than the estimated quantities).

	PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE		EXT. PRICE
1.	**INTERMEC CK30CA**					
		CK30CA- CK30C RF Handheld Computer	100	$1,556.75		$155,675.00
		Mobile data collection computer with color display, 64MB RAM/64MB Flash, Microsoft Windows CE 4.2 (Intermec CE "Premium" version), 400 MHz XScale processor and IEEE 802.11b/g radio. Include battery, Operators Guide and Quick Start Guide.				
		Software- SELECT ONE				
		Standard configuration	100	$0.00		$0.00
		TE2000	100	$103.95		$10,395.00
		dcBrowser™	100	$0.00		$0.00
		3rd Party TE [2]	100	$0.00		$0.00
		Keypad & Overlay				
		52-key - US	100	$0.00		$0.00
		Scanner				
		Standard Range Laser	100	$189.00		$18,900.00
		Bluetooth ™				
		No Bluetooth	100	$0.00		$0.00
		Bluetooth [4]	100	$103.95		$10,395.00
		Localization				

AWARD SCHEDULE
SP-16A Rev. 11/05

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
05ITZ0099

		Standard US/English and W Euro characters	100	$0.00		$0.00
		System Options				
		Standard	100	$0.00		$0.00
		Radio				
		804- 802.11b/g US/Canada - FCC [Canada, New Zealand, United States]	100	$0.00		$0.00

Total Price: $195,365.00

PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE		EXT. PRICE
Accessories CK30					
AB1	Battery, Lithium Ion, 2200 mAh, CK30 (One included with each CK30.)	1	$88.00		$88.00
AC1	Battery Charger, 4 Position, CK30/31 (Charges batteries only. Requires 073573 power supply and AC power cord.)	1	$272.80		$272.80
AC2	Terminal Charger, 4 Position, CK30/31 (Charges CK30 with battery installed. Requires 073573 power supply and AC power cord.)	1	$422.40		$422.40
AC3	Battery Charger, 8 Position, CK30/31 (Charges batteries only. Requires 851-064-002 power supply and AC cord.)	1	$611.60		$611.60
AG1	Protective Case, CK30 (Fits all configurations with scanner options 0, 2 and 3. Includes shoulder strap and built-in handstrap.Incompatible with AH1 pistol grip handle, AL2 handstrap or AL3 belt clip.)	1	$61.60		$61.60
AG3	PROTECTIVE BOOT,CK30 (All CK30 models.)	1	$26.40		$26.40
AH1	Handle, Pistol grip, w/trigger, CK30 (Fits all models.)	1	$92.40		$92.40

AWARD SCHEDULE
SP-16A Rev. 11/05

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
05ITZ0099

AL1	Holster with Belt, CK30 (For CK30 models with linear and 2D inager (with or without handle). Incompatible with AL2 handstrap or AL3 belt clip. For CK30 models with laser scanners (Options 2 or 3), use AL4.)	1	$48.40		$48.40
AL2	Hand Strap, CK30 (All CK30 models. Incompatible with AH1 pistol grip handle or AL3 belt clip)	1	$17.60		$17.60
AL3	Swivel Belt Holder,CK30 (All CK30 models. Incompatible with AH1 pistol grip handle, AL2 handstrap or AL3 belt clip)	1	$14.96		$14.96
AV1	Vehicle Cradle, CK30	1	$110.00		$110.00
235-114-001	Kit, PGM DEVLIBRY Developers Library CD (A complete collection of application development tools, developer libraries, and utilities to facilitate application development on Intermec's Windows based computers and terminals; Should Work with the 700 Series, CK30 and CV60. THE INTERMEC DEVELOPERS LIBRARY should BE DOWNLOADABLE AT www.Intermec.com/IDL.	1	$9.68		$9.68
073528	Users Manual, CK30 (Include CD with Command Reference.)	1	$57.20		$57.20

AWARD SCHEDULE
SP-16A Rev. 11/05

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
05ITZ0099

	PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE		EXT. PRICE
2.	**INTERMEC CN2**					
		CN2A-CN2 Pen Based Handheld Computer	100	$721.35		$72,135.00
		Win CE.NET handheld computer with color display, 128 MB SDRAM/64MB Flash, 400 MHz XScale processor. Include battery Pack, Stylus, Quick Start Guide.				
		Keypad Option				
		10 Key Scroll Navigation	100	$0.00		$0.00
		18 Key Numeric	100	$0.00		$0.00
		Scanner Option				
		Standard Linear Imager	100	$94.50		$9,450.00
		Bluetooth ™				
		No Bluetooth	100	$0.00		$0.00
		Bluetooth [4]	100	N/A		N/A
		Operating System				
		Software, Win CE4.2	100	$0.00		$0.00
		Localization				
		Standard US/English and W Euro characters	100	$0.00		$0.00
		Software Application				
		Standard	100	$0.00		$0.00
		System Options				
		Standard	100	$0.00		$0.00
		Radio				
		804- 802.11b/g US/Canada - FCC [Canada, New Zealand, United States]	100	$189.00		$18,900.00
		Required Accessories				
		Docking System	100	$101.20		$10,120.00
		Power Cord for US	100	$5.28		$528.00

Total Price: $111,133.00

AWARD SCHEDULE
SP-16A Rev. 11/05

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
05ITZ0099

PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE	EXT. PRICE
Accessories CN2				
074201	Battery, CN2 Replacement	1	$70.40	$70.40
074246-002	Power Supply, Single Charge CN2 USB or Modem dock	1	$52.80	$52.80
074246-003	AC Wall Adapter, CN2	1	$52.80	$52.80
225-706-001	Auto Adapter, CN2 Series, Cigarette Lighter	1	$52.80	$52.80
075499-001	Charger, Modem Dock	1	$101.20	$101.20
225-696-001	Charger, Comm Dock	1	$101.20	$101.20
074326	Cord, Phone, 2-Pin	1	$5.28	$5.28
321-576-002	Cable, USB-A to USB-B	1	$26.40	$26.40
074490	Holster, CN2	1	$30.80	$30.80
074247	Serial Adapter	1	$83.60	$83.60
074103	Cover, Dust CN2	1	$18.48	$18.48
075405	Kit, Sylus, 5 Pack	1	$17.60	$17.60
346-065-005	Screen Protector Kit, CN2	1	$132.00	$132.00
075464	Users Manual, CN2	1	$8.80	$8.80
586105	Powercord US	1	$5.28	$5.28
	Batch Option	1	N/A	N/A

AWARD SCHEDULE
SP-16A Rev. 11/05

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
05ITZ0099

	PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE		EXT. PRICE
3.	**INTERMEC CK31 HAND HELD**					
		Mobile data collection computer with color touch display, 64MB RAM/64MB Flash, Microsoft Windows CE .NET, 400 MHz XScale processor and 802.11b/g radio. Include Battery and Quick Start Guide				
		CK31C- CK31CA RF Handheld Computer	100	$1,709.50		$170,950.00
		Software				
		Standard configuration	100	$0.00		$0.00
		Keypad & Overlay				
		52-key - US	100	$0.00		$0.00
		Scanner				
		Standard Range Laser	100	$189.00		$18,900.00
		Bluetooth ™- SELECT ONE				
		No Bluetooth	100	$0.00		$0.00
		Bluetooth [Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Japan, Liechtenstein, Luxembourg, Netherlands, New Zealand, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom, United States]	100	$103.95		$10,395.00
		Localization				
		Standard US/English and W Euro characters	100	$0.00		$0.00
		System Options				
		Standard	100	$0.00		$0.00
		Radio				
		804**-** 802.11b/g US/Canada - FCC [Canada, New Zealand, United States]	100	$0.00		$0.00

Total Price: $200,245.00

AWARD SCHEDULE
SP-16A Rev. 11/05

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
05ITZ0099

PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE	EXT. PRICE
ACCESSORIES FOR CK-31				
AD1	Dock,Comm,Single Position,CK30/31 (With serial, USB and Ethernet 10/100 base T connectors. Requires 073573 power supply and AC power cord.) [1]	1	$193.60	$193.60
AD2	Dock,Communications,4-Position,CK30/31 (With serial and Ethernet 10/100 baseT switch. Requires 073573 power supply and AC power cord.)	1	$589.60	$589.60
070268	Cable,9F-9F,Null Modem, 7-wire, RS232-6' (Use with CK30/31 comm docks for connection to PC.)	1	$47.88	$47.88
073352	Wall Mount Bracket Kit, Dock, AD2/AC2 (For 4-slot comm dock and terminal chargers.)	1	$26.40	$26.40
321-576-002	Cable, USB-A to USB-B, 2meter (Use with CK30/31 AD1 comm dock for connection to PC.)	1	$26.40	$26.40
AB1G	Battery Pack, CK31 (2400 mAh. One included with each CK31. Can be used with CK30.)	1	$88.00	$88.00
AC1	Battery Charger, 4 Position, CK30/31 (Charges batteries only. Requires 073573 power supply and AC power cord.)	1	$272.80	$272.80
AC2	Terminal Charger, 4 Position, CK30/31 (Charges CK30/31 with battery installed. Requires 073573 power supply and AC power cord.)	1	$422.40	$422.40
AC3	Battery Charger, 8 Position, CK30/31 (Charges batteries only. Requires 851-064-002 power supply and AC cord.)	1	$611.60	$611.60
075508	Holster w/Shoulder strap, CK31 (For CK31 models with small back (linear and 2D imager). With or without handle.)	1	$66.00	$66.00
074141	Pistol grip handle w/Trigger, CK31 only (Fits all CK31 models. Same as AH1 plus spacer for use with CK31.)	1	$92.40	$92.40

AWARD SCHEDULE
SP-16A Rev. 11/05

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
05ITZ0099

075289	Hand Strap, CK31 (All CK31 models. Incompatible with 074141 pistol grip handle or belt clip)	1	$17.60	$17.60
075445	Protective Boot,CK31 (Rubber boot for all CK31 small back (imager) configurations. With or without handle.)	1	$26.40	$26.40
075447	Swivel Belt Holder,CK31 (All CK31 configurations. Incompatible with pistol grip handle, handstrap or belt clip.)	1	$14.96	$14.96
075506	Protective Case,Small Back,CK31 (For CK31 models with small back (linear and 2D imagers). With or without handle.)	1	$61.60	$61.60
075507	Protective Boot,Large Back,CK31 (Rubber boot for all CK31 large back (laser) configurations. With or without handle.)	1	$26.40	$26.40
075508	Holster,Large Back,CK31 (For CK31 models with large back (laser scanners). With or without handle.)	1	$66.00	$66.00
075508	Holster,Large Back,CK31 (For CK31 models with large back (laser scanners). With or without handle.)	1	$66.00	$66.00
825-168-001	Protective Case, Large Back,CK31 (For CK31 models with large back (laser scanners). With or without handle.)	1	$61.60	$61.60
075207	User's Manual,CK31 Handheld Computer (Includes CD with Command Reference.)	1	$35.28	$35.28
074134	Dust Cover, 52-key, CK31 (Clear 52-key (only) form-fitting transparent protective cover.)	1	$19.36	$19.36
075435	Kit,CK31 Stylus (5 Pack) (Contains five (5) replacement styli with tethers)	1	$17.60	$17.60
075437	Dust Cover,42-Key,CK31 (Clear 42-key (only) form-fitting transparent protective cover.)	1	$19.36	$19.36
075438	Dust Cover,50-Key,CK31 (Clear 50-key (only) form-fitting transparent protective cover.)	1	$19.36	$19.36

235-114-001	Kit, PGM DEVLIBRY Developers Library CD (A complete collection of application development tools, developer libraries, and utilities to facilitate application development on Intermec's Windows based computers and terminals; Works with the 700 Series, CK30 and CV60. INTERMEC'S DEVELOPERS LIBRARY CAN BE DOWNLOADED ONLINE AT www.Intermec.com/IDL.	1	$9.68	$9.68

3. Software

PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE
MCL- COL-CE	MCL collection for WinCE (CK30) Include licensees for (1) MCL Designer, (10) MCL Link – Single Port, (1) MCL Net -5 users, (5) MCL Clients for the CK30. MCL Client supports WinCE 4.2 only.)	1	$1.237.35
MCL-NET-ST100	MCL Net – 100 User (For wireless data transfer by (100) devices at any given time).	1	$2,186.35
MCL-NET-ST25	MCL Net – 25 User (For wireless data transfer by (25) devices at any given time).	1	$ 726.35
MCL-BAAN-BRI*	Baan or SAP additional software required	1	$2,190.00
	Hourly rates to program portables	1	$ 150.00/hr.

(*MCL-BAAN-BRI : Licenses controlled by Hardware Key)

4. Bar Code Labels: NOT AWARDED

5. Maintenance Contracts to include: FOUND ON NEXT PAGE

6. Custom and Pre-Printed Labels: NOT AWARDED

7. Trade In – Bidders shall indicate any trade in programs available from the manufacturer that the State may participate in.

NOTE:

- **Vendor may be required to provide a sample unit for testing.**
- **Vendor to include Intermec 1 (one) year standard warranty**
- **The state reserves the right to add replacement parts and accessories as technology changes.**

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5. Maintenance Contracts to include:

Item No.	Model/Plan	Description	QTY	Annual List Price Per Unit	Warranty Disc %	Cost after Warranty Disc	GSA Disc%	Unit Price	QTY Disc%	Year 1 Net Price per Unit	Year 2 & 3 Net Price per Unit	3-Year Prepaid End User Price
1	CK30BA/SILVER	Two Business Day, Depot Repair – Service for the CK30BA RF Handheld Computer	100	$277.00	25%	$207.75		$207.25	8%	$191.13	$509.68	$70,081.00
2	CK30BA/BRONZE	Two Business Day, Depot Repair – Service for the CK30BA RF Handheld Computer	100	$243.00	25%	$182.25		$182.258	8%	$167.67	$447.12	$61,479.00
3	CK30CA/SILVER	Two Business Day, Depot Repair – Service for the CK30CA RF Color Handheld Computer	100	$301.00	25%	$225.75		$225.75	8%	$207.69	$553.84	$76,153.00
4	CK30CA/BRONZE	Two Business Day, Depot Repair – Service for the CK30CA RF Color Handheld Computer	100	$264.00	25%	$198.00		$198.00	8%	$182.16	$485.76	$66,792.00
5	CK31CA/SILVER	Two Business Day, Depot Repair – Service for the CK31CA RF Handheld Computer	100	$300.00	25%	$225.00		$225.00	8%	$207.00	$552.00	$75,900.00
6	CK31CA/BRONZE	Two Business Day, Depot Repair – Service for the CK31CA RF Handheld Computer	100	$240.00	25%	$180.00		$180.00	8%	$165.60	$441.60	$60,720.00

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7	CN2/SILVER	Two Business Day, Depot Repair – Service for the CN2 RF Handheld Computer	100	$130.00	25%	$97.50		$97.50	8%	$89.70	$239.20	$32,890.00
8	CN2/BRONZE	Two Business Day, Depot Repair – Service for the CN2 RF Handheld Computer	100	$104.00	25%	$78.00		$78.00	8%	$71.76	$191.36	$26,312.00

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Award Number
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Vendor Contact: Jan Schulze

Address: 16300 Katy Frwy, Suite 140, Houston, TX 77094

Phone: (281(578-2900 Fax: (281) 578-0414 E-mail: schulze@micromation.com

Representative that will provide ***Maintenance Service***:

Name: Jan Schulze

Address: 16300 Katy Frwy, Suite 140, Houston, TX 77094

Phone: (281(578-2900 Fax: (281) 578-0414 E-mail: schulze@micromation.com

NOTES:

1. Vendor must comply with the Standard & Special Bid and Contract Terms and Conditions
2. Prices include equipment, installation including all software/cards/memory necessary, cables, delivery, and warrantee. All hardware components and software must be installed and configured before delivery. Everything must be Year 2000 Compliant.

All correspondence regarding this contract award must be in writing and submitted to:
Marcie Wilson, PSO II, Contract Award # **05ITZ0099**
DOIT - Contract & Purchasing Division
101 East River Drive, 4th Floor
East Hartford, CT 06108

SPECIAL TERMS AND CONDITIONS Rev. 11/05	**STATE OF CONNECTICUT** ***DEPARTMENT OF INFORMATION TECHNOLOGY*** **CONTRACTS & PURCHASING DIVISION** **101 EAST RIVER DRIVE, 4th Floor** **EAST HARTFORD, CT 06108-3274**	**Award Number** **05ITZ0099**
Purchasing Contact: ***Marcie Wilson***		*Page 1 of 2*
Telephone Number: ***(860) 622-2540***		

SPECIAL TERMS AND CONDITIONS

1. Bidders must be the Manufacturer or Resellers authorized by Intermec Resellers must submit proof of such at the request of the Department of Information Technology at the time of contract award.
2. Bidders must supply their earliest guaranteed delivery time (A.R.O.) and be specific.
3. Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price.
4. Bidders must be able, at the State's option, to demonstrate any/all proposed hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.
5. Bidders must certify that their bid is good for the term of the contract award.
6. Bidders agree to accept purchase orders for additional quantities beyond that specified in this document for a period of 6 months after an award unless further extended by mutual consent or equipment is no longer available.
7. The State reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.
8. Notwithstanding any provision or language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology, however, no compensation for lost profits shall be allowed.
9. Bidders must bid on **all new equipment only.**
10. Bidders cannot substitute for a manufacturer's installed components.
11. Bidders must list maintenance cost for hardware and software, If applicable. In describing your company's maintenance plans include: location of support center and guaranteed response times. Any award for said maintenance would be at the option of the state.
12. Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AND CONTRACT TERMS AND CONDITIONS (SP-7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein. If other than the aforementioned terms and conditions are to be utilized, i.e. an existing agreement or other specifically negotiated terms and conditions they must be clearly stated in the bid. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.

ENERGY STAR REQUIREMENTS

13. All personal computers, notebook (laptop) computers, monitors, and desktop printers must meet U. S. Environmental Protection Agency Energy Star requirements for energy efficiency. Printers intended for high volume use in LAN environments are exempt from this requirement.

14. Personal computer, notebook computer and monitor recovery times from low power state to full power shall take no more than five seconds.

15. Personal computers, notebook computers and monitors must support (be compliant with) VESA DPMS and should support a minimum of three energy saving or operational modes: normal, standby and low power.

16. The Bidder must ship all personal computers, notebook computers, monitors, and desktop printers with the Energy Star low power feature activated or enabled.

17. All Systems MUST be DMI 2.0 Compliant with appropriate BIOS extensions, wired for Management WFM 2.0, remote wake on LAN capable, multiple remote boot protocol supported.

SCOPE

These Standard Bid and Contract Terms and Conditions are a part of each Invitation to Bid and Contract Award. Unless otherwise stated or the context clearly so indicates, these terms and conditions apply in like force to contracts for the purchase of personal property and contractual services.

All Invitations to Bids issued by the Department of Information Technology's Contracts & Purchasing Division will bind Bidders to the terms and conditions herein set forth, **except** as specifically qualified in *Special Bid and Contract Terms and Conditions* issued in connection with any individual Invitation to Bid.

DEFINITIONS

As used herein, as well as in all specifications, Invitation to Bids, awards, contracts, etc., issued by the Contracts & Purchasing Division the following definitions shall apply, unless otherwise indicated:

State: The State of Connecticut

Contracts Division: Department of Information Technology, Contracts & Purchasing Division of the State of CT

Agency: Any or all State Departments, Institutions and Agencies,

Bidder: Any Individual, Firm or Corporation submitting bids on an invitation to Bid issued by the Contracts & Purchasing Division

Contractor: Any Individual, Firm or Corporation to which a contract is awarded against a bid submitted

Invitation to Bid: The document, which states, for the information of prospective suppliers, the terms and conditions under which a specified procurement will be made in a particular instance

Bid: An offer submitted in response to an Invitation to Bid, to furnish supplies or services to the State under certain prescribed conditions, at a stated price

Lowest Responsible Qualified Bidder: The bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for faithful performance of the work based on criteria set forth in the bid proposal and considering past performance and financial responsibility

Contract: The acceptance by the State of an offer by a bidder to furnish supplies or services at a stated price in response to an invitation for bids

Any alleged oral Contract or arrangement made by a Bidder or Contractor with any State Agency, the Contracts & Purchasing Division, or an employee of the Division, will be disregarded.

SUBMISSION OF BIDS

1. Bids must be submitted on and in accordance with forms supplied by the Contracts Division. Telephone or facsimile bids will not be accepted under any circumstances in response to a sealed Invitation to Bid.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening shall not be considered. All bids must be sealed in envelopes supplied by the Bidder. All bids must be addressed to the State of Connecticut, Dept. of Information Technology, Contracts & Purchasing Division, 101 East River Drive, East Hartford, Connecticut 06108-3274. Sealed Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left-hand corner of the envelope.

3. Bidders are cautioned to verify their bids, before submission, as amendments to bids submitted, if received by the Contracts Division after time specified for opening of bids, shall not be considered. This applies to bids sent by mail and those delivered in person. An original and one (1) copy of the bid shall be returned to the Contracts and Purchasing Division. Bids shall be handwritten in ink, typewritten, or computer prepared. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids on behalf of the bidder shall sign all bids**. Unsigned bids shall be rejected. All signatures shall be original signatures,** unless there is specific authorization from the Contracts and Purchasing Division for the use of non-manual forms of signature. **Bidders are cautioned that the person signing form SP-26, Bid Proposal page or his authorized designee must initial errors, alterations or corrections on both the original and copy of form SP-16, Bid Schedule page.** This includes erasures; alterations, corrections, whiteout, or any "cover up method" to change the unit price, total price, quantity, unit and description of commodities and/or services. Failure to do so shall result in automatic rejection of the bid. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid Proposal.

4. All information required in the bid documents must be submitted to constitute a formal bid. Failure to provide such information and incomplete bid forms may result in disqualification of bid. Any Addendum issued after the bid posting and before bid closure, must be signed by an authorized representative of the bidder and returned with the bid or before the bid opening. Failure to sign and return any addendum will result in rejection of the bid.

5. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands, or supplements any of the terms and conditions and/or specifications of the Invitation to Bid.

6. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the bid, unless otherwise specifically indicated.

7. Alternate bids will not be considered unless specifically called for in the Invitation to Bid. An alternate bid is defined as one that is submitted in addition to the bidder's primary response to the specified bid. Multiple bid(s) shall not be considered for any item unless specifically requested in the bid. A multiple bid is defined as more than one response to the same Bid by the same bidder whether on a separate bid form or attached to initial bid response.

8. Unless limited by the term "no substitute," the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article. This means it is being used simply to indicate the character or quality of the article so described: but the article offered must be of such character and quality and include any applicable options, accessories, etc. That it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the State to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being, offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers Is other than as specified, it will be understood that the bidder is offering, the article exactly as specified.

9. Prices should be extended in decimals, not fractions; to be net, and shall include transportation and delivery charges fully prepaid by the contractor to the destination specified in the bid, and subject only to cash discount.

10. In accordance with section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

11. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Any discrepancy between the two copies of the bid schedule submitted shall result in rejection of bids for items so affected, except in the event of bids awarded on a total basis, in

which case the lower total price will be considered in making the award.

12. Bidder declares that the bid is not made in connection with any other Bidder submitting, a bid for same commodity or commodities, and is in all respects fair and without collusion or fraud. Whenever a non-collusive bid statement form is issued as part of an invitation for bids, such statement must be completed in every detail or bid may be subject to rejection.

13. All bids will be opened and read publicly, unless stated otherwise. Bidders may be present or be represented at all openings. Upon award, bids are subject to public inspection by appointment during normal business hours of the Contracts and Purchasing Division. Summaries of bids received are not distributed by the Contracts and Purchasing Division nor given out by telephone.

14. The Contracts Division reserves the right to amend or cancel an Invitation to Bid prior to the date and time of bid opening.

GUARANTY OR SURETY

15. A guaranty that bidder will execute contract and furnish performance surety, when requested and within ten (10) days after execution date of contract, shall, if required, be submitted with bid. Guaranty may be submitted in any one of the following forms:

a. Annual bid bond in the amount of $5,000.00 to cover all bids up to $50,000.00 submitted within one year.
b. Individual bid bond for up to ten (10) percent of the total amount of each separate bid.
c. Certified check made payable to "Treasurer, State of Connecticut," for up to ten (10) percent of the total amount of each separate bid.

16. Performance surety binding the Contractor faithfully to fulfill the obligations of his bid as accepted may be required. Such surety in an amount up to one hundred (100) percent of each separate award, may be submitted in the form of a performance bond, of a licensed surety company, certified check or irrevocable letter of credit from a Commercial Banking Institution.

17. Bonds must meet the following requirements:

a. Corporation: An official of the corporation above his official title must sign the Bond and the corporate seal must be affixed over his signature.
b. Firm or Partnership: All the partners must sign the bond and indicate they are "Doing Business As (name of firm)".
c. Individual: The Individual owning the business and indicated “Owner” must sign the bond.
d. The surety company executing the bond must be licensed to do business in the State of Connecticut, or a company so licensed must countersign bond.
e. An official of the surety company must sign the bond and the corporate seal must be affixed over his signature.
f. Signatures of two witnesses for both the principal and the surety must appear on the bond.
g. Power of Attorney for the official signing the bond for the surety company must be submitted with the bond, unless such Power of Attorney has previously been filed with the Division.

SAMPLES

18. All specifications are minimum standards. Accepted bid samples do not supersede specifications for quality. However, if any accepted bid sample is superior in quality to the specifications. All deliveries shall have the same identity and quality as the accepted bid sample.

19. Samples, when required, must be submitted strictly in accordance with instructions: otherwise bid may not be considered. If samples are requested subsequent to opening, of bids, they shall be delivered as specified in bid. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the Bidder desires their return, provided they have not been used or made useless by test. Samples may be held for comparison with deliveries. Bidders may retrieve samples at the Contracts & Purchasing Division.

20. When the bid indicates that an item is to be equivalent to a sample, such samples will be on display at the Contracts and Purchasing Division unless another location is specified. Failure on the part of a Bidder to examine sample shall not entitle him to any relief from the conditions imposed by the Invitation to Bid.

AWARD

21. Award will be made to the lowest, responsible, qualified Bidder. Past performance and financial responsibility shall always be factors in making this determination. The quality of the articles or services to be supplied, their conformity with specifications, their suitability to the requirements of the State, the delivery terms and administrative costs of the State as currently prescribed by the Contracts & Purchasing Division, will be taken into consideration in making the award.

22. The Contracts & Purchasing Division reserves the right to award by item, or part thereof, groups of items, or all items of the bid; to reject any and all bids in whole or in part; to waive minor irregularities and omissions if, in the Contracts and Purchasing Division's judgment, the best interest of the State will be served.

23. The Contracts & Purchasing Division reserves the right to make awards within thirty (30) days or an earlier date specified by a Bidder in his bid, such awards shall be conditioned upon Bidder's acceptance.

24. A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

25. The quantities listed in the bid schedule may be increased or decreased by the Contracts & Purchasing Division to meet new or amended requirements of state agencies between the time the bid is issued and the time award is made, subject to the Bidder's acceptance.

26. All other factors being equal, preference may be given to resident bidders of the State and to commodities produced or manufactured in the State.

27. Bidders may offer cash discount for prompt payment, but such cash discount will not be taken into consideration in determining low bidder except In the case of tie bids.

28. The Contracts & Purchasing Division reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, an Individual in default or guilty of misrepresentation

29. The Contracts & Purchasing Division reserves the right to correct inaccurate awards resulting from their clerical or administrative errors.

CONTRACT

30. Each bid will be received with the understanding that the acceptance in writing, by the Contracts & Purchasing Division of the offer to furnish any or all of the commodities or services described therein, shall constitute a contract between the Bidder and the State, which shall bind the Bidder on his part to furnish and deliver the commodities and/or services at the prices given and in accordance with conditions of said accepted bid and specification and Standard Bid and Contract Terms and Conditions form SP-7A of current issue and the State on its part to order the commodities and/or services from such contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, all commodities or services ordered and delivered. The State reserves the right to order up to ten (10) percent more or less than the quantity listed in the bid or as amended in the award, excludes estimated quantities. C.H.R.O. figures are for reporting purposes only and shall not be part of the contract. Contract acceptance is not an order to ship. See No. 40.

31. Subject to the acceptance of the contractor quantities may be ordered against contracts by State Agencies not originally or specifically mentioned. Quantities may also be transferred between agencies under

an adjustment in transportation costs providing such transportation costs are based on separately determined delivery costs to individual agencies.

32. No alterations or variations of the terms of contract shall be valid or binding upon the State unless made in writing and signed by the Contracts & Purchasing Division.

33. Contracts will remain in force for the full period specified unless:

a. Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.
b. Extended upon written authorization of the Contracts & Purchasing Division and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract price and in accordance with contract terms.

34. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Contracts & Purchasing Division.

35. Emailing or faxing a notice of award to a bidder will constitute notice of acceptance of contract. If any bidder refuses to accept, a contract awarded to him within ten (10) days of said notice, such contract may be awarded to the next lowest responsible qualified bidder, and so on until such contract is awarded and accepted. Refusal to accept a contract after the ten (10) day period shall not be considered and such bidder shall be subject to the provisions of paragraph 38.

36. Notwithstanding any provisions of language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completes or in progress. All such documents, information and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

37. The contract may be canceled or annulled by the Contracts & Purchasing Division upon nonperformance of contract terms or failure of the Contractor to furnish performance surety within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

38. Failure of a Contractor to deliver articles or perform services within the time specified on his bid proposal, or as amended by the Contractor and accepted by the Contracts & Purchasing Division, or within reasonable time as interpreted by the Contracts & Purchasing Division, or failure to make replacement of rejected commodities or fulfill unperformed services when so requested, immediately or as directed by the Contracts & Purchasing Division, will constitute authority for the Contracts & Purchasing Division to purchase on the open market, commodities or services to replace those which have been rejected, not delivered, or not performed. The Contracts & Purchasing Division reserves the right to authorize immediate purchases on the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees to promptly reimburse the State for excess cost occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the State reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Contracts & Purchasing Division.

39. When commodities must be removed by the Contractor from the premises of the Agency within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the State shall have the right to dispose of them as its own property.

40. Contract acceptance is not an order to ship. Purchase Orders against contracts will be placed by Agencies directly with the Contractor. All orders must be in writing and must bear the contract number and approval of the State Comptroller. Contractor making delivery without formal written order does so at his own risk.

41. The Contracts & Purchasing Division reserves the right to disqualify/make ineligible remove from mailing list for future bids for an indeterminate period, the name of any Bidder for failure to accept contract, (after 10 days notice as defined in par. 36) or the name of any Contractor for unsatisfactory performance of contract or failure to reimburse the State for open market purchases made to contractor or default as outlined in paragraph 38.

CONTRACT GUARANTY

42. Contractor hereby agrees to:

a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
b. Save the state, its agents, or employees harmless from liability of any kind for the use of any copyrighted composition, secret process, patented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.
c. Guarantee products against defective material or workmanship and to repair or replace any damage or marring occasioned In transit.
d. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
e. With respect to contracts for the provision of services to pay for all permits, licenses, and fees, and to give all notices and comply with all applicable laws, ordinances, rules and regulations of the city or town in which the service is to be provided, of the State of Connecticut and of the federal government.
f. With respect to contracts for the provision of services to carry proper insurance to protect the State from loss.

DELIVERY

43. It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable Federal and State laws and regulations.

44. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

45. Materials and supplies delivered must be new items except as otherwise specifically stated in bid.

46. Delivery must be made as ordered and in accordance with bid. Unless otherwise specified in the bid, delivery shall be to agency loading, dock or receiving, platform. Contractor or contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the Contracts & Purchasing Division as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the contractor.

47. Any request for extension of time of delivery from that specified must be approved by the State, such extension applying only to the particular item or shipment.

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

48. Commodities shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks, the containers to remain the property of the State unless otherwise stated in the Invitation to Bid.

INSPECTIONS AND TESTS

49. The Inspection of all commodities and the making of chemical and physical tests of samples submitted with bids and samples of deliveries to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Contracts & Purchasing Division.

50. Any item that fails in any way to meet the terms of the contract is subject to rejection or to be paid for at an adjusted price basis. The decision of the Contracts & Purchasing Division shall be final.

PAYMENT

51. Unless otherwise specified in the Bid Schedule, payment for all accepted commodities and services, shall be due within forty-five (45) days after receipt of such commodities or services. Bids submitted that require payment in less than forty-five (45) days are subject to rejection. Where there is a question of non performance of contract, payment in whole or in part may be withheld provided the contractor is notified in writing prior to the ending date of the forty-five (45) day payment period. In the event a cash discount for prompt payment is invoiced, the withholding of payments as provided for in this paragraph, shall not deprive the State of the right to take such cash discount.

52. All invoices shall be sent directly to the ordering agency. All inquiries regarding the status of unpaid invoices shall also be directed to the ordering agency. In cases where there is any defect or impropriety in the Contractor's claim, the State agency shall contact the vendors within ten (10) days. If the contractor corrects the defect or impropriety within five (5) business days of being so contacted, and within the forty-five (45) day payment period, it shall not result in the contractor being paid after the expiration of the forty-five day payment period.

53. Contractor shall be allowed to charge interest at a rate of one percent (1%) per month on amounts due whenever any State agency fails to make timely payment in accordance with the provisions of paragraphs 51 and 52 above. Any amount of interest penalty that remains unpaid at the end of any thirty-day period shall be added to the principal amount of the debt and thereafter, interest penalties shall accrue on that amount. The contractor must submit a separate invoice for interest charges.

54. All charges against a Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Contractor shall pay the State, on demand, the amount of such charges. All remittances shall be made payable to Treasurer, State of Connecticut.

55. Payment for the used portion of an inferior delivery will be made by the State on an adjusted price basis determined by the Contracts & Purchasing Division.

SAVING CLAUSE

56. It is understood and agreed that the Contractor shall not be held liable for any losses resulting In the fulfillment of the terms of the contract which shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor Is unable to prevent.

57. Should the performance of any contract be delayed or prevented as set forth In paragraph 56. The Contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

ADVERTISING

58. Reference by suppliers to sales to the State for advertising and promotional purposes without prior approval of the Contracts & Purchasing Division is expressly prohibited.

RIGHTS

59. It is expressly stipulated and understood that the State shall have and retain sole and exclusive right and title in and to the (forms) (maps) (material) produced for the State, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. It is further expressly stipulated and understood that the (contractor) (printer) shall not copyright, register, distribute or claim any rights in or to said (forms) (maps) (materials) or the work produced under his contract.

60. The contractor or subcontractor offers and agrees to assign to the public purchasing body all right(s), title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15. or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; this assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

PACKAGING

61. All purchases will be in compliance with Public Act 89-227. Effective January 1, 1991 no product shall be shipped or packaged in POLYSTYRENE FOAM if such foam is manufactured using any "controlled substances" as defined under Annex A, Group 1 of the Montreal Protocol on Substances that Deplete the Ozone Layer.

AMERICANS WITH DISABILITIES ACT

62. This clause applies to those contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (“Act”), Public Law 101-336, during the term of this contract. Contractor represents and warrants that it is familiar with the terms of the Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this contract as it may be amended, will render the contract voidable at the option of the State upon notice to the Contractor, which notice shall be upon such terms and conditions as the state shall determine in its sole discretion. Contractor represents and warrants that it will hold the State, its employees, agents, representatives, officers, successors and assigns harmless and indemnify them from and against any losses, costs, expenses (including, without limitation, attorneys’ and other professionals’ fees and expenses), legal and equitable damages and liabilities which may arise, directly or indirectly, out of any act of commission or omission of the Contractor concerning compliance with the Act, as the same applies to performance under this contract.

YEAR 2000 AND OTHER DATE COMPLIANCE

63. Year 2000 Warranty: The contractor warrants that each hardware, software, and firmware product ("product") or each developed, modified or remediated item of hardware, software, and firmware ("item") or each service delivered under this contract shall be able to:

a. Accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;

b. Properly exchange date/time data when used in combination with other information technology;

c. Perform as a system if so stipulated in the contract, and the warranty shall apply to those items as a system.

Notwithstanding any provision to the contrary in any vendor warranty or warranties, the remedies available to the State under this Year 2000 warranty shall include repair or replacement of any listed product and/or item whose non-compliance with the Year 2000 warranty is discovered and made known to the contractor in writing. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 compliance.

In addition, the contractor warrants that products or items modified or remediated to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The contractor warrants that products or items not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

MANDATES

64. Everything herein shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

Bidders and the awarded contractor will ensure, in good faith, that their participation in the bid process will not raise a question of conflict of interest or a breach of ethics issue under the provisions of the State Ethics Code, specifically §1-84 and §1-85 of the Connecticut General Statutes.

Bidders may not participate in any *ex parte* communications with any of the manufacturers, dealers or other respondents who are responding to an Invitation to Bid. Bidders may not contact the requesting agency or its employees regarding this ITB, unless permitted (in writing) by the Director of the Department of Information Technology or her designee.

Contractor will be in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Connecticut General Statue sections 4a-60 and 4a-60a on nondiscrimination and affirmative action provisions, as well as:

- Affirmative Action Policy Statement: **http://www.state.ct.us/governor/aapolicy.htm**
- Sexual Harassment Policy Statement: **http://www.state.ct.us/governor/sexualharasspolicy.htm**
- Section 16 of P.A. 91-58 nondiscrimination provisions regarding sexual orientation
- Executive Order Number Three issued by Governor Thomas J. Meskill, promulgated on June 16, 1971, Nondiscrimination Clauses in Contracts: **http://www.state.ct.us/governor/executiveorders/meskill3.htm**
- Executive Order Number Seven-A issued by Governor M. Jodi Rell, promulgated on August 15, 2005, regarding the State Contracting Standards Review Board: **http://www.ct.gov/governorrell/cwp/view.asp?A=1719&Q=302700**
- Executive Order Number Seventeen issued by Governor Thomas J. Meskill, promulgated on February 15, 1973, Job Listings with the State Employment Service: **http://www.state.ct.us/governor/executiveorders/meskill17.htm**
- Executive Order Number Sixteen—of Governor John G. Rowland—promulgated on August 4, 1999, regarding Violence in the Workplace Prevention Policy. No. 16: **http://www.state.ct.us/governor/executiveorders/no16.htm**

The Contractor agrees that it will hold the State harmless and indemnify the State from any action, which may arise out of any act by the contractor concerning lack of compliance with the laws and regulations stated herein.

Incorporated by reference is Section 4-61dd(g)(1) and 4-61dd(30 and (f) of the Connecticut General Statues which prohibits bidders and contractors from taking adverse action against the State or its employees for disclosing information to the Auditors of Public Accounts or the Attorney General.

RECORDS, FILES, AND INFORMATION

65. Incorporated by reference into this contract and Pursuant to Public Act No.01-169, Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

66. Incorporated by reference into this contract is section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the auditors of Public Accounts of the Attorney General.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

67. Under the Health Insurance Portability and Accountability act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the stage agency / covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal / court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided of made available by the state agency / covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's services provided to the state agency / covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency / covered entity, available to the Secretary of Health and Human Services (HHS) for purpose of determining compliance with the HHS Privacy Regulations. At termination of this contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency / covered entity. If not feasible, extend the protections of this Contract to the PHI an limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency / covered entity. Bidder agrees that is acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder Agrees that the stage agency / covered entity has the right to immediately terminate this Contract if the state agency / covered entity determines that Bidder has violated a material term of this HIPAA Compliance Contract above.

TANGIBLE PERSONAL PROPERTY - Public Act 03-01, Section 105

68. Sec. 105. (NEW) (Effective from passage and applicable to sales occurring on or after July 1, 2003) (a) For any contract for provision of tangible personal property to the state entered into on or after the effective date of this section, each department head, as defined in section 4-5 of the general statutes, shall enter into an agreement with the contractor pursuant to which such contractor shall agree, on its own behalf and on behalf of each affiliate, as defined in subsection (d) of this section, of such contractor, for the term of the state contract, to collect and remit to the state on behalf of its customers any use tax due to the state under the provisions of chapter 219 of the general statutes for items of tangible personal property sold by the contractor or by any of its affiliates in the same manner as if the contractor and its affiliates were engaged in the business of selling tangible personal property for use in this state and had sufficient nexus with this state to be required to collect use tax due to the state. (b) The following provisions shall apply to and be made part of any agreement entered into pursuant to subsection (a) of this section: (1) The contractor and its affiliates are not liable for use tax not paid to them by a customer; (2) A customer's payment of a use tax to the contractor or its affiliates relieves the customer of liability for the use tax; (3) The contractor and its affiliates shall remit all use taxes they collect from customers on or

before the due date specified in the agreement, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected; and (4) Any contractor or affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes. (c) Any agreement entered into under subsection (a) of this section may provide that the contractor and its affiliates shall collect the use tax only on items that are subject to the six per cent rate of tax. (d) For purposes of this section, "affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. For purposes of this subsection, "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
05ITZ0099
Contract Award Date
December 13, 2005
SUPPLEMENT DATE
December 23, 2005

CONTRACT AWARD SUPPLEMENT # 1

IMPORTANT: *This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION: Intermec Scanners, etc.

FOR:	TERM OF CONTRACT:
Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education **101 East River Drive** **East Hartford, CT 06108**	December 13, 2005 – December 12, 2007
	"All other Terms and Conditions remain the same."
	AGENCY REQUISITION NUMBER:

NOTICE TO CONTRACTORS: This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

Supplement # 1 Changes / Updates the following:

073573	**Power Sply, Univ, Shielded, 12vDCl,102/240**	**1 each**	**State Price $67.50**
586105	**AC power cord, US**	**1 each**	**Stat Price $5.40**

State agencies should not purchase scanners until the CORE-CT process is rolled out in January 2006.

Date Issued: December 23, 2005

APPROVED_____
Jacqueline Shirley
***Director of Contract & Purchasing* Division**
(Original Signature on Document in Procurement Files)

CONTRACT AWARD
SP-38 Rev. 11/05

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award #
05ITZ0099

Contract Award Date
December 13, 2005

Expiration Date
December 12, 2007

CONTRACT AWARD

IMPORTANT: *THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.*

COMMODITY CLASS/SUBCLASS & DESCRIPTION: **Intermec Scanners**

FOR: **Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education**
101 East River Drive
East Hartford, CT 06108

DELIVERY DATE REQ'D:
Earliest Guaranteed Delivery Date

TERM OF CONTRACT: **2 Year Term with two (2) one year Extension Options**

AGENCY REQUISITION NUMBER: **ITD0000000**

IN STATE (NON-SB) CONTRACT VALUE	DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
$---	**$---**	**$506,743.00 est**	**$506,743.00 est.**

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.
NOTE: Dollar amounts listed next to each contractor are possible award amounts; however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

- CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

Company Name: ***Micromation, Inc.***

Address: ***16300 Katy Freeway, Suite 140, Houston, TX 77094***

Tel. No.: ***(800) 959-1960*** *Fax No.:* ***(281) 578-0414*** *Contract Value:* **$506,743.00 est**

Contact Person: ***Jan Schulze*** *Vendor ID #:* *Delivery:* ***7-10 Days ARO***

Certification Type: ***None*** *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:* ***Yes***
(SBE,MBE, WBE or None)

Company E-mail Address: ***schulze@micromation.com***

APPROVED _____

Date Issued: December 13, 2005

Jacqueline Shirley
Director of IT Contracts & Purchasing Division
(Original Signature on Document in Procurement Files)

AWARD SCHEDULE
SP-16A Rev. 11/05

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
05ITZ0099

Purchasing Contact:
Marcie Wilson, PSOII

Telephone Number:
(860) 622-2329

E-Mail Address:

CONTRACT AWARD SCHEDULE

05ITZ0099

CONTRACT AWARD DATE
December 13, 2005

DELIVERY
A.R.O.

PAYMENT TERMS
Net 45 Days

CASH DISCOUNT
-- % -- Days

Pricing includes all transportation charges FOB State Agency.

VENDOR NAME:
Micromation, Inc

VENDOR ID#:

Department of Information Technology is issuing this contract award for

Intermec Scanners, Software, and Service

Price includes equipment, software, (The State reserves the right to purchase more or less than the estimated quantities).

	PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE		EXT. PRICE
1.	**INTERMEC CK30CA** (Not supported by Core CT)					
		CK30CA- CK30C RF Handheld Computer	100	$1,556.75		$155,675.00
		Mobile data collection computer with color display, 64MB RAM/64MB Flash, Microsoft Windows CE 4.2 (Intermec CE "Premium" version), 400 MHz XScale processor and IEEE 802.11b/g radio. Include battery, Operators Guide and Quick Start Guide.				
		Software- SELECT ONE				
		Standard configuration	100	$0.00		$0.00
		TE2000	100	$103.95		$10,395.00
		dcBrowser™	100	$0.00		$0.00
		3rd Party TE [2]	100	$0.00		$0.00
		Keypad & Overlay				
		52-key - US	100	$0.00		$0.00
		Scanner				
		Standard Range Laser	100	$189.00		$18,900.00
		Bluetooth ™				
		No Bluetooth	100	$0.00		$0.00
		Bluetooth [4]	100	$103.95		$10,395.00
		Localization				

		Standard US/English and W Euro characters	100	$0.00		$0.00
		System Options				
		Standard	100	$0.00		$0.00
		Radio				
		804- 802.11b/g US/Canada - FCC [Canada, New Zealand, United States]	100	$0.00		$0.00

Total Price: $195,365.00

PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE		EXT. PRICE
Accessories CK30 (Not supported by Core CT)					
AB1	Battery, Lithium Ion, 2200 mAh, CK30 (One included with each CK30.)	1	$88.00		$88.00
AC1	Battery Charger, 4 Position, CK30/31 (Charges batteries only. Requires 073573 power supply and AC power cord.)	1	$272.80		$272.80
AC2	Terminal Charger, 4 Position, CK30/31 (Charges CK30 with battery installed. Requires 073573 power supply and AC power cord.)	1	$422.40		$422.40
AC3	Battery Charger, 8 Position, CK30/31 (Charges batteries only. Requires 851-064-002 power supply and AC cord.)	1	$611.60		$611.60
AG1	Protective Case, CK30 (Fits all configurations with scanner options 0, 2 and 3. Includes shoulder strap and built-in handstrap.Incompatible with AH1 pistol grip handle, AL2 handstrap or AL3 belt clip.)	1	$61.60		$61.60
AG3	PROTECTIVE BOOT,CK30 (All CK30 models.)	1	$26.40		$26.40
AH1	Handle, Pistol grip, w/trigger, CK30 (Fits all models.)	1	$92.40		$92.40

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AL1	Holster with Belt, CK30 (For CK30 models with linear and 2D inager (with or without handle). Incompatible with AL2 handstrap or AL3 belt clip. For CK30 models with laser scanners (Options 2 or 3), use AL4.)	1	$48.40		$48.40
AL2	Hand Strap, CK30 (All CK30 models. Incompatible with AH1 pistol grip handle or AL3 belt clip)	1	$17.60		$17.60
AL3	Swivel Belt Holder,CK30 (All CK30 models. Incompatible with AH1 pistol grip handle, AL2 handstrap or AL3 belt clip)	1	$14.96		$14.96
AV1	Vehicle Cradle, CK30	1	$110.00		$110.00
235-114-001	Kit, PGM DEVLIBRY Developers Library CD (A complete collection of application development tools, developer libraries, and utilities to facilitate application development on Intermec's Windows based computers and terminals; Should Work with the 700 Series, CK30 and CV60. THE INTERMEC DEVELOPERS LIBRARY should BE DOWNLOADABLE AT www.Intermec.com/IDL.	1	$9.68		$9.68
073528	Users Manual, CK30 (Include CD with Command Reference.)	1	$57.20		$57.20

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Award Number
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	PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE		EXT. PRICE
2.	**INTERMEC CN2 (Not supported by Core-CT)**					
		CN2A-CN2 Pen Based Handheld Computer	100	$721.35		$72,135.00
		Win CE.NET handheld computer with color display, 128 MB SDRAM/64MB Flash, 400 MHz XScale processor. Include battery Pack, Stylus, Quick Start Guide.				
		Keypad Option				
		10 Key Scroll Navigation	100	$0.00		$0.00
		18 Key Numeric	100	$0.00		$0.00
		Scanner Option				
		Standard Linear Imager	100	$94.50		$9,450.00
		Bluetooth ™				
		No Bluetooth	100	$0.00		$0.00
		Bluetooth [4]	100	N/A		N/A
		Operating System				
		Software, Win CE4.2	100	$0.00		$0.00
		Localization				
		Standard US/English and W Euro characters	100	$0.00		$0.00
		Software Application				
		Standard	100	$0.00		$0.00
		System Options				
		Standard	100	$0.00		$0.00
		Radio				
		804- 802.11b/g US/Canada - FCC [Canada, New Zealand, United States]	100	$189.00		$18,900.00
		Required Accessories				
		Docking System	100	$101.20		$10,120.00
		Power Cord for US	100	$5.28		$528.00

Total Price: $111,133.00

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Award Number
05ITZ0099

PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE	EXT. PRICE
Accessories CN2				
074201	Battery, CN2 Replacement	1	$70.40	$70.40
074246-002	Power Supply, Single Charge CN2 USB or Modem dock	1	$52.80	$52.80
074246-003	AC Wall Adapter, CN2	1	$52.80	$52.80
225-706-001	Auto Adapter, CN2 Series, Cigarette Lighter	1	$52.80	$52.80
075499-001	Charger, Modem Dock	1	$101.20	$101.20
225-696-001	Charger, Comm Dock	1	$101.20	$101.20
074326	Cord, Phone, 2-Pin	1	$5.28	$5.28
321-576-002	Cable, USB-A to USB-B	1	$26.40	$26.40
074490	Holster, CN2	1	$30.80	$30.80
074247	Serial Adapter	1	$83.60	$83.60
074103	Cover, Dust CN2	1	$18.48	$18.48
075405	Kit, Sylus, 5 Pack	1	$17.60	$17.60
346-065-005	Screen Protector Kit, CN2	1	$132.00	$132.00
075464	Users Manual, CN2	1	$8.80	$8.80
586105	Powercord US	1	$5.28	$5.28
	Batch Option	1	N/A	N/A

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Award Number
05ITZ0099

	PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE		EXT. PRICE
3.	**INTERMEC CK31 HAND HELD (Supported by Core-CT)**					
		Mobile data collection computer with color touch display, 64MB RAM/64MB Flash, Microsoft Windows CE .NET, 400 MHz XScale processor and 802.11b/g radio. Include Battery and Quick Start Guide				
		CK31C- CK31CA RF Handheld Computer	100	$1,709.50		$170,950.00
		Software				
		Standard configuration	100	$0.00		$0.00
		Keypad & Overlay				
		52-key - US	100	$0.00		$0.00
		Scanner				
		Standard Range Laser	100	$189.00		$18,900.00
		Bluetooth ™- SELECT ONE				
		No Bluetooth	100	$0.00		$0.00
		Bluetooth [Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Japan, Liechtenstein, Luxembourg, Netherlands, New Zealand, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom, United States]	100	$103.95		$10,395.00
		Localization				
		Standard US/English and W Euro characters	100	$0.00		$0.00
		System Options				
		Standard	100	$0.00		$0.00
		Radio				
		804**-** 802.11b/g US/Canada - FCC [Canada, New Zealand, United States]	100	$0.00		$0.00

Total Price: $200,245.00

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STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
05ITZ0099

PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE	EXT. PRICE
ACCESSORIES FOR CK-31 (Supported by Core-CT)				
AD1	Dock,Comm,Single Position,CK30/31 (With serial, USB and Ethernet 10/100 base T connectors. Requires 073573 power supply and AC power cord.) [1]	1	$193.60	$193.60
AD2	Dock,Communications,4-Position,CK30/31 (With serial and Ethernet 10/100 baseT switch. Requires 073573 power supply and AC power cord.)	1	$589.60	$589.60
070268	Cable,9F-9F,Null Modem, 7-wire, RS232-6' (Use with CK30/31 comm docks for connection to PC.)	1	$47.88	$47.88
073352	Wall Mount Bracket Kit, Dock, AD2/AC2 (For 4-slot comm dock and terminal chargers.)	1	$26.40	$26.40
321-576-002	Cable, USB-A to USB-B, 2meter (Use with CK30/31 AD1 comm dock for connection to PC.)	1	$26.40	$26.40
AB1G	Battery Pack, CK31 (2400 mAh. One included with each CK31. Can be used with CK30.)	1	$88.00	$88.00
AC1	Battery Charger, 4 Position, CK30/31 (Charges batteries only. Requires 073573 power supply and AC power cord.)	1	$272.80	$272.80
AC2	Terminal Charger, 4 Position, CK30/31 (Charges CK30/31 with battery installed. Requires 073573 power supply and AC power cord.)	1	$422.40	$422.40
AC3	Battery Charger, 8 Position, CK30/31 (Charges batteries only. Requires 851-064-002 power supply and AC cord.)	1	$611.60	$611.60
075508	Holster w/Shoulder strap, CK31 (For CK31 models with small back (linear and 2D imager). With or without handle.)	1	$66.00	$66.00
074141	Pistol grip handle w/Trigger, CK31 only (Fits all CK31 models. Same as AH1 plus spacer for use with CK31.)	1	$92.40	$92.40

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075289	Hand Strap, CK31 (All CK31 models. Incompatible with 074141 pistol grip handle or belt clip)	1	$17.60	$17.60
075445	Protective Boot,CK31 (Rubber boot for all CK31 small back (imager) configurations. With or without handle.)	1	$26.40	$26.40
075447	Swivel Belt Holder,CK31 (All CK31 configurations. Incompatible with pistol grip handle, handstrap or belt clip.)	1	$14.96	$14.96
075506	Protective Case,Small Back,CK31 (For CK31 models with small back (linear and 2D imagers). With or without handle.)	1	$61.60	$61.60
075507	Protective Boot,Large Back,CK31 (Rubber boot for all CK31 large back (laser) configurations. With or without handle.)	1	$26.40	$26.40
075508	Holster,Large Back,CK31 (For CK31 models with large back (laser scanners). With or without handle.)	1	$66.00	$66.00
075508	Holster,Large Back,CK31 (For CK31 models with large back (laser scanners). With or without handle.)	1	$66.00	$66.00
825-168-001	Protective Case, Large Back,CK31 (For CK31 models with large back (laser scanners). With or without handle.)	1	$61.60	$61.60
075207	User's Manual,CK31 Handheld Computer (Includes CD with Command Reference.)	1	$35.28	$35.28
074134	Dust Cover, 52-key, CK31 (Clear 52-key (only) form-fitting transparent protective cover.)	1	$19.36	$19.36
075435	Kit,CK31 Stylus (5 Pack) (Contains five (5) replacement styli with tethers)	1	$17.60	$17.60
075437	Dust Cover,42-Key,CK31 (Clear 42-key (only) form-fitting transparent protective cover.)	1	$19.36	$19.36
075438	Dust Cover,50-Key,CK31 (Clear 50-key (only) form-fitting transparent protective cover.)	1	$19.36	$19.36

235-114-001	Kit, PGM DEVLIBRY Developers Library CD (A complete collection of application development tools, developer libraries, and utilities to facilitate application development on Intermec's Windows based computers and terminals; Works with the 700 Series, CK30 and CV60. INTERMEC'S DEVELOPERS LIBRARY CAN BE DOWNLOADED ONLINE AT www.Intermec.com/IDL.	1	$9.68	$9.68

3. Software

PART NUMBER	DESCRIPTION	Est. QTY	Unit PRICE
MCL- COL-CE	MCL collection for WinCE (CK30) Include licensees for (1) MCL Designer, (10) MCL Link – Single Port, (1) MCL Net -5 users, (5) MCL Clients for the CK30. MCL Client supports WinCE 4.2 only.)	1	$1.237.35
MCL-NET-ST100	MCL Net – 100 User (For wireless data transfer by (100) devices at any given time).	1	$2,186.35
MCL-NET-ST25	MCL Net – 25 User (For wireless data transfer by (25) devices at any given time).	1	$ 726.35
MCL-BAAN-BRI*	Baan or SAP additional software required	1	$2,190.00
	Hourly rates to program portables	1	$ 150.00/hr.

(*MCL-BAAN-BRI : Licenses controlled by Hardware Key)

4. Bar Code Labels: NOT AWARDED

5. Maintenance Contracts to include: FOUND ON NEXT PAGE

6. Custom and Pre-Printed Labels: NOT AWARDED

7. Trade In – Bidders shall indicate any trade in programs available from the manufacturer that the State may participate in.

NOTE:

- **Vendor may be required to provide a sample unit for testing.**
- **Vendor to include Intermec 1 (one) year standard warranty**
- **The state reserves the right to add replacement parts and accessories as technology changes.**

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5. Maintenance Contracts to include:

Item No.	Model/Plan	Description	QTY	Annual List Price Per Unit	Warranty Disc %	Cost after Warranty Disc	GSA Disc%	Unit Price	QTY Disc%	Year 1 Net Price per Unit	Year 2 & 3 Net Price per Unit	3-Year Prepaid End User Price
1	CK30BA/SILVER	Two Business Day, Depot Repair – Service for the CK30BA RF Handheld Computer	100	$277.00	25%	$207.75		$207.25	8%	$191.13	$509.68	$70,081.00
2	CK30BA/BRONZE	Two Business Day, Depot Repair – Service for the CK30BA RF Handheld Computer	100	$243.00	25%	$182.25		$182.258	8%	$167.67	$447.12	$61,479.00
3	CK30CA/SILVER	Two Business Day, Depot Repair – Service for the CK30CA RF Color Handheld Computer	100	$301.00	25%	$225.75		$225.75	8%	$207.69	$553.84	$76,153.00
4	CK30CA/BRONZE	Two Business Day, Depot Repair – Service for the CK30CA RF Color Handheld Computer	100	$264.00	25%	$198.00		$198.00	8%	$182.16	$485.76	$66,792.00
5	CK31CA/SILVER	Two Business Day, Depot Repair – Service for the CK31CA RF Handheld Computer	100	$300.00	25%	$225.00		$225.00	8%	$207.00	$552.00	$75,900.00
6	CK31CA/BRONZE	Two Business Day, Depot Repair – Service for the CK31CA RF Handheld Computer	100	$240.00	25%	$180.00		$180.00	8%	$165.60	$441.60	$60,720.00

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7	CN2/SILVER	Two Business Day, Depot Repair – Service for the CN2 RF Handheld Computer	100	$130.00	25%	$97.50		$97.50	8%	$89.70	$239.20	$32,890.00
8	CN2/BRONZE	Two Business Day, Depot Repair – Service for the CN2 RF Handheld Computer	100	$104.00	25%	$78.00		$78.00	8%	$71.76	$191.36	$26,312.00

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Vendor Contact: Jan Schulze

Address: 16300 Katy Frwy, Suite 140, Houston, TX 77094

Phone: (281(578-2900 Fax: (281) 578-0414 E-mail: schulze@micromation.com

Representative that will provide ***Maintenance Service***:

Name: Jan Schulze

Address: 16300 Katy Frwy, Suite 140, Houston, TX 77094

Phone: (281(578-2900 Fax: (281) 578-0414 E-mail: schulze@micromation.com

NOTES:

1. Vendor must comply with the Standard & Special Bid and Contract Terms and Conditions
2. Prices include equipment, installation including all software/cards/memory necessary, cables, delivery, and warrantee. All hardware components and software must be installed and configured before delivery. Everything must be Year 2000 Compliant.

All correspondence regarding this contract award must be in writing and submitted to:
Marcie Wilson, PSO II, Contract Award # **05ITZ0099**
DOIT - Contract & Purchasing Division
101 East River Drive, 4th Floor
East Hartford, CT 06108

SPECIAL TERMS AND CONDITIONS Rev. 11/05	**STATE OF CONNECTICUT** ***DEPARTMENT OF INFORMATION TECHNOLOGY*** **CONTRACTS & PURCHASING DIVISION** **101 EAST RIVER DRIVE, 4th Floor** **EAST HARTFORD, CT 06108-3274**	**Award Number** **05ITZ0099**
Purchasing Contact: ***Marcie Wilson***		*Page 1 of 2*
Telephone Number: ***(860) 622-2540***		

SPECIAL TERMS AND CONDITIONS

1. Bidders must be the Manufacturer or Resellers authorized by Intermec Resellers must submit proof of such at the request of the Department of Information Technology at the time of contract award.
2. Bidders must supply their earliest guaranteed delivery time (A.R.O.) and be specific.
3. Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price.
4. Bidders must be able, at the State's option, to demonstrate any/all proposed hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.
5. Bidders must certify that their bid is good for the term of the contract award.
6. Bidders agree to accept purchase orders for additional quantities beyond that specified in this document for a period of 6 months after an award unless further extended by mutual consent or equipment is no longer available.
7. The State reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.
8. Notwithstanding any provision or language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology, however, no compensation for lost profits shall be allowed.
9. Bidders must bid on **all new equipment only.**
10. Bidders cannot substitute for a manufacturer's installed components.
11. Bidders must list maintenance cost for hardware and software, If applicable. In describing your company's maintenance plans include: location of support center and guaranteed response times. Any award for said maintenance would be at the option of the state.
12. Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AND CONTRACT TERMS AND CONDITIONS (SP-7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein. If other than the aforementioned terms and conditions are to be utilized, i.e. an existing agreement or other specifically negotiated terms and conditions they must be clearly stated in the bid. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.

ENERGY STAR REQUIREMENTS

13. All personal computers, notebook (laptop) computers, monitors, and desktop printers must meet U. S. Environmental Protection Agency Energy Star requirements for energy efficiency. Printers intended for high volume use in LAN environments are exempt from this requirement.

14. Personal computer, notebook computer and monitor recovery times from low power state to full power shall take no more than five seconds.

15. Personal computers, notebook computers and monitors must support (be compliant with) VESA DPMS and should support a minimum of three energy saving or operational modes: normal, standby and low power.

16. The Bidder must ship all personal computers, notebook computers, monitors, and desktop printers with the Energy Star low power feature activated or enabled.

17. All Systems MUST be DMI 2.0 Compliant with appropriate BIOS extensions, wired for Management WFM 2.0, remote wake on LAN capable, multiple remote boot protocol supported.

SCOPE

These Standard Bid and Contract Terms and Conditions are a part of each Invitation to Bid and Contract Award. Unless otherwise stated or the context clearly so indicates, these terms and conditions apply in like force to contracts for the purchase of personal property and contractual services.

All Invitations to Bids issued by the Department of Information Technology's Contracts & Purchasing Division will bind Bidders to the terms and conditions herein set forth, **except** as specifically qualified in *Special Bid and Contract Terms and Conditions* issued in connection with any individual Invitation to Bid.

DEFINITIONS

As used herein, as well as in all specifications, Invitation to Bids, awards, contracts, etc., issued by the Contracts & Purchasing Division the following definitions shall apply, unless otherwise indicated:

State: The State of Connecticut

Contracts Division: Department of Information Technology, Contracts & Purchasing Division of the State of CT

Agency: Any or all State Departments, Institutions and Agencies,

Bidder: Any Individual, Firm or Corporation submitting bids on an invitation to Bid issued by the Contracts & Purchasing Division

Contractor: Any Individual, Firm or Corporation to which a contract is awarded against a bid submitted

Invitation to Bid: The document, which states, for the information of prospective suppliers, the terms and conditions under which a specified procurement will be made in a particular instance

Bid: An offer submitted in response to an Invitation to Bid, to furnish supplies or services to the State under certain prescribed conditions, at a stated price

Lowest Responsible Qualified Bidder: The bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for faithful performance of the work based on criteria set forth in the bid proposal and considering past performance and financial responsibility

Contract: The acceptance by the State of an offer by a bidder to furnish supplies or services at a stated price in response to an invitation for bids

Any alleged oral Contract or arrangement made by a Bidder or Contractor with any State Agency, the Contracts & Purchasing Division, or an employee of the Division, will be disregarded.

SUBMISSION OF BIDS

1. Bids must be submitted on and in accordance with forms supplied by the Contracts Division. Telephone or facsimile bids will not be accepted under any circumstances in response to a sealed Invitation to Bid.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening shall not be considered. All bids must be sealed in envelopes supplied by the Bidder. All bids must be addressed to the State of Connecticut, Dept. of Information Technology, Contracts & Purchasing Division, 101 East River Drive, East Hartford, Connecticut 06108-3274. Sealed Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left-hand corner of the envelope.

3. Bidders are cautioned to verify their bids, before submission, as amendments to bids submitted, if received by the Contracts Division after time specified for opening of bids, shall not be considered. This applies to bids sent by mail and those delivered in person. An original and one (1) copy of the bid shall be returned to the Contracts and Purchasing Division. Bids shall be handwritten in ink, typewritten, or computer prepared. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids on behalf of the bidder shall sign all bids**. Unsigned bids shall be rejected. All signatures shall be original signatures,** unless there is specific authorization from the Contracts and Purchasing Division for the use of non-manual forms of signature. **Bidders are cautioned that the person signing form SP-26, Bid Proposal page or his authorized designee must initial errors, alterations or corrections on both the original and copy of form SP-16, Bid Schedule page.** This includes erasures; alterations, corrections, whiteout, or any "cover up method" to change the unit price, total price, quantity, unit and description of commodities and/or services. Failure to do so shall result in automatic rejection of the bid. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid Proposal.

4. All information required in the bid documents must be submitted to constitute a formal bid. Failure to provide such information and incomplete bid forms may result in disqualification of bid. Any Addendum issued after the bid posting and before bid closure, must be signed by an authorized representative of the bidder and returned with the bid or before the bid opening. Failure to sign and return any addendum will result in rejection of the bid.

5. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands, or supplements any of the terms and conditions and/or specifications of the Invitation to Bid.

6. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the bid, unless otherwise specifically indicated.

7. Alternate bids will not be considered unless specifically called for in the Invitation to Bid. An alternate bid is defined as one that is submitted in addition to the bidder's primary response to the specified bid. Multiple bid(s) shall not be considered for any item unless specifically requested in the bid. A multiple bid is defined as more than one response to the same Bid by the same bidder whether on a separate bid form or attached to initial bid response.

8. Unless limited by the term "no substitute," the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article. This means it is being used simply to indicate the character or quality of the article so described: but the article offered must be of such character and quality and include any applicable options, accessories, etc. That it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the State to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being, offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers Is other than as specified, it will be understood that the bidder is offering, the article exactly as specified.

9. Prices should be extended in decimals, not fractions; to be net, and shall include transportation and delivery charges fully prepaid by the contractor to the destination specified in the bid, and subject only to cash discount.

10. In accordance with section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

11. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Any discrepancy between the two copies of the bid schedule submitted shall result in rejection of bids for items so affected, except in the event of bids awarded on a total basis, in

which case the lower total price will be considered in making the award.

12. Bidder declares that the bid is not made in connection with any other Bidder submitting, a bid for same commodity or commodities, and is in all respects fair and without collusion or fraud. Whenever a non-collusive bid statement form is issued as part of an invitation for bids, such statement must be completed in every detail or bid may be subject to rejection.

13. All bids will be opened and read publicly, unless stated otherwise. Bidders may be present or be represented at all openings. Upon award, bids are subject to public inspection by appointment during normal business hours of the Contracts and Purchasing Division. Summaries of bids received are not distributed by the Contracts and Purchasing Division nor given out by telephone.

14. The Contracts Division reserves the right to amend or cancel an Invitation to Bid prior to the date and time of bid opening.

GUARANTY OR SURETY

15. A guaranty that bidder will execute contract and furnish performance surety, when requested and within ten (10) days after execution date of contract, shall, if required, be submitted with bid. Guaranty may be submitted in any one of the following forms:

a. Annual bid bond in the amount of $5,000.00 to cover all bids up to $50,000.00 submitted within one year.
b. Individual bid bond for up to ten (10) percent of the total amount of each separate bid.
c. Certified check made payable to "Treasurer, State of Connecticut," for up to ten (10) percent of the total amount of each separate bid.

16. Performance surety binding the Contractor faithfully to fulfill the obligations of his bid as accepted may be required. Such surety in an amount up to one hundred (100) percent of each separate award, may be submitted in the form of a performance bond, of a licensed surety company, certified check or irrevocable letter of credit from a Commercial Banking Institution.

17. Bonds must meet the following requirements:

a. Corporation: An official of the corporation above his official title must sign the Bond and the corporate seal must be affixed over his signature.
b. Firm or Partnership: All the partners must sign the bond and indicate they are "Doing Business As (name of firm)".
c. Individual: The Individual owning the business and indicated “Owner” must sign the bond.
d. The surety company executing the bond must be licensed to do business in the State of Connecticut, or a company so licensed must countersign bond.
e. An official of the surety company must sign the bond and the corporate seal must be affixed over his signature.
f. Signatures of two witnesses for both the principal and the surety must appear on the bond.
g. Power of Attorney for the official signing the bond for the surety company must be submitted with the bond, unless such Power of Attorney has previously been filed with the Division.

SAMPLES

18. All specifications are minimum standards. Accepted bid samples do not supersede specifications for quality. However, if any accepted bid sample is superior in quality to the specifications. All deliveries shall have the same identity and quality as the accepted bid sample.

19. Samples, when required, must be submitted strictly in accordance with instructions: otherwise bid may not be considered. If samples are requested subsequent to opening, of bids, they shall be delivered as specified in bid. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the Bidder desires their return, provided they have not been used or made useless by test. Samples may be held for comparison with deliveries. Bidders may retrieve samples at the Contracts & Purchasing Division.

20. When the bid indicates that an item is to be equivalent to a sample, such samples will be on display at the Contracts and Purchasing Division unless another location is specified. Failure on the part of a Bidder to examine sample shall not entitle him to any relief from the conditions imposed by the Invitation to Bid.

AWARD

21. Award will be made to the lowest, responsible, qualified Bidder. Past performance and financial responsibility shall always be factors in making this determination. The quality of the articles or services to be supplied, their conformity with specifications, their suitability to the requirements of the State, the delivery terms and administrative costs of the State as currently prescribed by the Contracts & Purchasing Division, will be taken into consideration in making the award.

22. The Contracts & Purchasing Division reserves the right to award by item, or part thereof, groups of items, or all items of the bid; to reject any and all bids in whole or in part; to waive minor irregularities and omissions if, in the Contracts and Purchasing Division's judgment, the best interest of the State will be served.

23. The Contracts & Purchasing Division reserves the right to make awards within thirty (30) days or an earlier date specified by a Bidder in his bid, such awards shall be conditioned upon Bidder's acceptance.

24. A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

25. The quantities listed in the bid schedule may be increased or decreased by the Contracts & Purchasing Division to meet new or amended requirements of state agencies between the time the bid is issued and the time award is made, subject to the Bidder's acceptance.

26. All other factors being equal, preference may be given to resident bidders of the State and to commodities produced or manufactured in the State.

27. Bidders may offer cash discount for prompt payment, but such cash discount will not be taken into consideration in determining low bidder except In the case of tie bids.

28. The Contracts & Purchasing Division reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, an Individual in default or guilty of misrepresentation

29. The Contracts & Purchasing Division reserves the right to correct inaccurate awards resulting from their clerical or administrative errors.

CONTRACT

30. Each bid will be received with the understanding that the acceptance in writing, by the Contracts & Purchasing Division of the offer to furnish any or all of the commodities or services described therein, shall constitute a contract between the Bidder and the State, which shall bind the Bidder on his part to furnish and deliver the commodities and/or services at the prices given and in accordance with conditions of said accepted bid and specification and Standard Bid and Contract Terms and Conditions form SP-7A of current issue and the State on its part to order the commodities and/or services from such contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, all commodities or services ordered and delivered. The State reserves the right to order up to ten (10) percent more or less than the quantity listed in the bid or as amended in the award, excludes estimated quantities. C.H.R.O. figures are for reporting purposes only and shall not be part of the contract. Contract acceptance is not an order to ship. See No. 40.

31. Subject to the acceptance of the contractor quantities may be ordered against contracts by State Agencies not originally or specifically mentioned. Quantities may also be transferred between agencies under

an adjustment in transportation costs providing such transportation costs are based on separately determined delivery costs to individual agencies.

32. No alterations or variations of the terms of contract shall be valid or binding upon the State unless made in writing and signed by the Contracts & Purchasing Division.

33. Contracts will remain in force for the full period specified unless:

a. Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.
b. Extended upon written authorization of the Contracts & Purchasing Division and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract price and in accordance with contract terms.

34. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Contracts & Purchasing Division.

35. Emailing or faxing a notice of award to a bidder will constitute notice of acceptance of contract. If any bidder refuses to accept, a contract awarded to him within ten (10) days of said notice, such contract may be awarded to the next lowest responsible qualified bidder, and so on until such contract is awarded and accepted. Refusal to accept a contract after the ten (10) day period shall not be considered and such bidder shall be subject to the provisions of paragraph 38.

36. Notwithstanding any provisions of language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completes or in progress. All such documents, information and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

37. The contract may be canceled or annulled by the Contracts & Purchasing Division upon nonperformance of contract terms or failure of the Contractor to furnish performance surety within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

38. Failure of a Contractor to deliver articles or perform services within the time specified on his bid proposal, or as amended by the Contractor and accepted by the Contracts & Purchasing Division, or within reasonable time as interpreted by the Contracts & Purchasing Division, or failure to make replacement of rejected commodities or fulfill unperformed services when so requested, immediately or as directed by the Contracts & Purchasing Division, will constitute authority for the Contracts & Purchasing Division to purchase on the open market, commodities or services to replace those which have been rejected, not delivered, or not performed. The Contracts & Purchasing Division reserves the right to authorize immediate purchases on the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees to promptly reimburse the State for excess cost occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the State reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Contracts & Purchasing Division.

39. When commodities must be removed by the Contractor from the premises of the Agency within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the State shall have the right to dispose of them as its own property.

40. Contract acceptance is not an order to ship. Purchase Orders against contracts will be placed by Agencies directly with the Contractor. All orders must be in writing and must bear the contract number and approval of the State Comptroller. Contractor making delivery without formal written order does so at his own risk.

41. The Contracts & Purchasing Division reserves the right to disqualify/make ineligible remove from mailing list for future bids for an indeterminate period, the name of any Bidder for failure to accept contract, (after 10 days notice as defined in par. 36) or the name of any Contractor for unsatisfactory performance of contract or failure to reimburse the State for open market purchases made to contractor or default as outlined in paragraph 38.

CONTRACT GUARANTY

42. Contractor hereby agrees to:

a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
b. Save the state, its agents, or employees harmless from liability of any kind for the use of any copyrighted composition, secret process, patented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.
c. Guarantee products against defective material or workmanship and to repair or replace any damage or marring occasioned In transit.
d. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
e. With respect to contracts for the provision of services to pay for all permits, licenses, and fees, and to give all notices and comply with all applicable laws, ordinances, rules and regulations of the city or town in which the service is to be provided, of the State of Connecticut and of the federal government.
f. With respect to contracts for the provision of services to carry proper insurance to protect the State from loss.

DELIVERY

43. It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable Federal and State laws and regulations.

44. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

45. Materials and supplies delivered must be new items except as otherwise specifically stated in bid.

46. Delivery must be made as ordered and in accordance with bid. Unless otherwise specified in the bid, delivery shall be to agency loading, dock or receiving, platform. Contractor or contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the Contracts & Purchasing Division as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the contractor.

47. Any request for extension of time of delivery from that specified must be approved by the State, such extension applying only to the particular item or shipment.

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

48. Commodities shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks, the containers to remain the property of the State unless otherwise stated in the Invitation to Bid.

INSPECTIONS AND TESTS

49. The Inspection of all commodities and the making of chemical and physical tests of samples submitted with bids and samples of deliveries to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Contracts & Purchasing Division.

50. Any item that fails in any way to meet the terms of the contract is subject to rejection or to be paid for at an adjusted price basis. The decision of the Contracts & Purchasing Division shall be final.

PAYMENT

51. Unless otherwise specified in the Bid Schedule, payment for all accepted commodities and services, shall be due within forty-five (45) days after receipt of such commodities or services. Bids submitted that require payment in less than forty-five (45) days are subject to rejection. Where there is a question of non performance of contract, payment in whole or in part may be withheld provided the contractor is notified in writing prior to the ending date of the forty-five (45) day payment period. In the event a cash discount for prompt payment is invoiced, the withholding of payments as provided for in this paragraph, shall not deprive the State of the right to take such cash discount.

52. All invoices shall be sent directly to the ordering agency. All inquiries regarding the status of unpaid invoices shall also be directed to the ordering agency. In cases where there is any defect or impropriety in the Contractor's claim, the State agency shall contact the vendors within ten (10) days. If the contractor corrects the defect or impropriety within five (5) business days of being so contacted, and within the forty-five (45) day payment period, it shall not result in the contractor being paid after the expiration of the forty-five day payment period.

53. Contractor shall be allowed to charge interest at a rate of one percent (1%) per month on amounts due whenever any State agency fails to make timely payment in accordance with the provisions of paragraphs 51 and 52 above. Any amount of interest penalty that remains unpaid at the end of any thirty-day period shall be added to the principal amount of the debt and thereafter, interest penalties shall accrue on that amount. The contractor must submit a separate invoice for interest charges.

54. All charges against a Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Contractor shall pay the State, on demand, the amount of such charges. All remittances shall be made payable to Treasurer, State of Connecticut.

55. Payment for the used portion of an inferior delivery will be made by the State on an adjusted price basis determined by the Contracts & Purchasing Division.

SAVING CLAUSE

56. It is understood and agreed that the Contractor shall not be held liable for any losses resulting In the fulfillment of the terms of the contract which shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor Is unable to prevent.

57. Should the performance of any contract be delayed or prevented as set forth In paragraph 56. The Contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

ADVERTISING

58. Reference by suppliers to sales to the State for advertising and promotional purposes without prior approval of the Contracts & Purchasing Division is expressly prohibited.

RIGHTS

59. It is expressly stipulated and understood that the State shall have and retain sole and exclusive right and title in and to the (forms) (maps) (material) produced for the State, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. It is further expressly stipulated and understood that the (contractor) (printer) shall not copyright, register, distribute or claim any rights in or to said (forms) (maps) (materials) or the work produced under his contract.

60. The contractor or subcontractor offers and agrees to assign to the public purchasing body all right(s), title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15. or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; this assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

PACKAGING

61. All purchases will be in compliance with Public Act 89-227. Effective January 1, 1991 no product shall be shipped or packaged in POLYSTYRENE FOAM if such foam is manufactured using any "controlled substances" as defined under Annex A, Group 1 of the Montreal Protocol on Substances that Deplete the Ozone Layer.

AMERICANS WITH DISABILITIES ACT

62. This clause applies to those contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (“Act”), Public Law 101-336, during the term of this contract. Contractor represents and warrants that it is familiar with the terms of the Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this contract as it may be amended, will render the contract voidable at the option of the State upon notice to the Contractor, which notice shall be upon such terms and conditions as the state shall determine in its sole discretion. Contractor represents and warrants that it will hold the State, its employees, agents, representatives, officers, successors and assigns harmless and indemnify them from and against any losses, costs, expenses (including, without limitation, attorneys’ and other professionals’ fees and expenses), legal and equitable damages and liabilities which may arise, directly or indirectly, out of any act of commission or omission of the Contractor concerning compliance with the Act, as the same applies to performance under this contract.

YEAR 2000 AND OTHER DATE COMPLIANCE

63. Year 2000 Warranty: The contractor warrants that each hardware, software, and firmware product ("product") or each developed, modified or remediated item of hardware, software, and firmware ("item") or each service delivered under this contract shall be able to:

a. Accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;

b. Properly exchange date/time data when used in combination with other information technology;

c. Perform as a system if so stipulated in the contract, and the warranty shall apply to those items as a system.

Notwithstanding any provision to the contrary in any vendor warranty or warranties, the remedies available to the State under this Year 2000 warranty shall include repair or replacement of any listed product and/or item whose non-compliance with the Year 2000 warranty is discovered and made known to the contractor in writing. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 compliance.

In addition, the contractor warrants that products or items modified or remediated to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The contractor warrants that products or items not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

MANDATES

64. Everything herein shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

Bidders and the awarded contractor will ensure, in good faith, that their participation in the bid process will not raise a question of conflict of interest or a breach of ethics issue under the provisions of the State Ethics Code, specifically §1-84 and §1-85 of the Connecticut General Statutes.

Bidders may not participate in any *ex parte* communications with any of the manufacturers, dealers or other respondents who are responding to an Invitation to Bid. Bidders may not contact the requesting agency or its employees regarding this ITB, unless permitted (in writing) by the Director of the Department of Information Technology or her designee.

Contractor will be in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Connecticut General Statue sections 4a-60 and 4a-60a on nondiscrimination and affirmative action provisions, as well as:

- Affirmative Action Policy Statement: **http://www.state.ct.us/governor/aapolicy.htm**
- Sexual Harassment Policy Statement: **http://www.state.ct.us/governor/sexualharasspolicy.htm**
- Section 16 of P.A. 91-58 nondiscrimination provisions regarding sexual orientation
- Executive Order Number Three issued by Governor Thomas J. Meskill, promulgated on June 16, 1971, Nondiscrimination Clauses in Contracts: **http://www.state.ct.us/governor/executiveorders/meskill3.htm**
- Executive Order Number Seven-A issued by Governor M. Jodi Rell, promulgated on August 15, 2005, regarding the State Contracting Standards Review Board: **http://www.ct.gov/governorrell/cwp/view.asp?A=1719&Q=302700**
- Executive Order Number Seventeen issued by Governor Thomas J. Meskill, promulgated on February 15, 1973, Job Listings with the State Employment Service: **http://www.state.ct.us/governor/executiveorders/meskill17.htm**
- Executive Order Number Sixteen—of Governor John G. Rowland—promulgated on August 4, 1999, regarding Violence in the Workplace Prevention Policy. No. 16: **http://www.state.ct.us/governor/executiveorders/no16.htm**

The Contractor agrees that it will hold the State harmless and indemnify the State from any action, which may arise out of any act by the contractor concerning lack of compliance with the laws and regulations stated herein.

Incorporated by reference is Section 4-61dd(g)(1) and 4-61dd(30 and (f) of the Connecticut General Statues which prohibits bidders and contractors from taking adverse action against the State or its employees for disclosing information to the Auditors of Public Accounts or the Attorney General.

RECORDS, FILES, AND INFORMATION

65. Incorporated by reference into this contract and Pursuant to Public Act No.01-169, Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

66. Incorporated by reference into this contract is section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the auditors of Public Accounts of the Attorney General.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

67. Under the Health Insurance Portability and Accountability act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the stage agency / covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal / court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided of made available by the state agency / covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's services provided to the state agency / covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency / covered entity, available to the Secretary of Health and Human Services (HHS) for purpose of determining compliance with the HHS Privacy Regulations. At termination of this contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency / covered entity. If not feasible, extend the protections of this Contract to the PHI an limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency / covered entity. Bidder agrees that is acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder Agrees that the stage agency / covered entity has the right to immediately terminate this Contract if the state agency / covered entity determines that Bidder has violated a material term of this HIPAA Compliance Contract above.

TANGIBLE PERSONAL PROPERTY - Public Act 03-01, Section 105

68. Sec. 105. (NEW) (Effective from passage and applicable to sales occurring on or after July 1, 2003) (a) For any contract for provision of tangible personal property to the state entered into on or after the effective date of this section, each department head, as defined in section 4-5 of the general statutes, shall enter into an agreement with the contractor pursuant to which such contractor shall agree, on its own behalf and on behalf of each affiliate, as defined in subsection (d) of this section, of such contractor, for the term of the state contract, to collect and remit to the state on behalf of its customers any use tax due to the state under the provisions of chapter 219 of the general statutes for items of tangible personal property sold by the contractor or by any of its affiliates in the same manner as if the contractor and its affiliates were engaged in the business of selling tangible personal property for use in this state and had sufficient nexus with this state to be required to collect use tax due to the state. (b) The following provisions shall apply to and be made part of any agreement entered into pursuant to subsection (a) of this section: (1) The contractor and its affiliates are not liable for use tax not paid to them by a customer; (2) A customer's payment of a use tax to the contractor or its affiliates relieves the customer of liability for the use tax; (3) The contractor and its affiliates shall remit all use taxes they collect from customers on or

before the due date specified in the agreement, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected; and (4) Any contractor or affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes. (c) Any agreement entered into under subsection (a) of this section may provide that the contractor and its affiliates shall collect the use tax only on items that are subject to the six per cent rate of tax. (d) For purposes of this section, "affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. For purposes of this subsection, "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.